

REMARKS

In the subject office action, the Examiner rejected claims 1-24 under 35 USC 102(b) as being fully anticipated by Teper et al (USP 5,815,665). Applicants respectfully disagree, and traverse the Examiner's rejection below.

Claim 1

Claim 1 recites in pertinent part the limitation of "receiving a request from a client to access a subscribed online service of a subscriber at an online service provider, said request comprising a globally unique identifier (GUID) of the subscriber (underline added)".

As set forth in the discussion to follow, Teper failed to teach at least this required limitation.

In accordance with the plain meaning of the language, the limitation requires the received request be "a request to access a subscribed online service", and that "the request comprises a GUID".

Assuming arguendo that Teper's notion of unique ID can be read as being synonymous with the term "GUID" recited in claim 1, Teper nevertheless failed to teach this required limitation.

Fundamentally, Teper teaches a method that involves first authenticating a user before permitting access to service. The process of authentication is described e.g. from col. 9, line 25 – col. 11, line 33, and the process of accessing service is described e.g. from col. 11, line 34 – col. 13, line 10.

In particular, starting in col. 11, line 33, Teper describes "This request may be in the form of a message from the client application 42 to the server application 52 ... the SP site uses the anonymous session ID ... to ask the Online Broker 60 to bill the user".

Accordingly, Teper at best can be read as having taught “requesting a service with the service comprising an anonymous session ID”, and not the required “request” of claim 1, which is required to comprise the GUID.

Teper disclosed inclusion of the unique ID with the “negotiate” message (col . 9, lines 50-55. However, the “negotiate” message cannot be read as “a request to access a subscribed online service at an online service provider”. The reason being under Teper, the subscribed online services of a subscriber are not made known to an online service provider until a user is authenticated. See col. 11, lines 15-20.

Accordingly, as asserted earlier, Teper failed to teach at least the first required limitation of “receiving a request to access a subscribed online service” operation, where “the request comprises the GUID of the subscriber”.

Therefore, Claim 1 is patentable over Teper.

Claims 11 and 18 include the same “request receipt” limitation of claim 1, accordingly, for at least the same reasons, claims 11 and 18 are patentable over Teper.

Claims 2-10, 12-17 and 19-24 depend on claims 1, 11, 18, incorporate their limitations. Accordingly, for at least the same reasons, claims 2-10, 12-17, and 19-24 are also patentable over Teper.

Additionally, dependent claims 2-19, 12-17 and 19-24 are further patentable over Teper because of the respective additional limitations required.

For examples,

Claims 2, 12 and 19 are further patentable over Teper, because Teper failed to teach the required “receiving of a request for roaming capability” as well as “the request comprising an email address”. The Examiner asserted that Teper teaches “roaming capability” because the Examiner interprets the term to mean “access to

online service is being made available to more than one user, due to Applicants' disclosure in page 11, 3rd paragraph of the specification.

The Examiner's interpretation is totally contrary to the plain meaning of the passage referenced, as well as other passages that expand on the meaning of term "roaming". The reference passage recites

"one or more users may access one or more online services without regard for a particular client, i.e., roaming capability is provided to the one or more users allowing the access and utilization of one or more services from any client in any location"

Applicants submit no one ordinarily skilled in the art would read and understand the language to mean "the meaning" the Examiner attributed to this passage. Instead, person ordinarily skilled in the art would clearly understand "roaming" to mean a user being able to access the one or more service from any client in any location, especially in view of other complementary usages of the term throughout the specification, such as the discussion running from the last paragraph of page 13 through the second full paragraph of page 14.

Claims 3, 13 and 20 are also further patentable over Teper, because Teper failed to teach the required limitation of "said facilitating comprises sending an email, including the GUID associated with the subscriber, to the email address". The limitation does not merely recites transmission of email. It requires the employment of an email having the GUID, sent to an email address associated with a "roaming capability" to make possible roaming for the user ("said facilitating comprises").

Col. 19, lines 55-57 merely teach sending billing statements to a user via email. In the cases of col. 10, lines 51-57 and col. 3, lines 14-16, neither contain any teaching that has anything to do with email, and certainly not the recited required use of the email.

Claims 5, 14 and 21 are also further patentable over Teper, because Teper failed to teach the required limitation of “said facilitating comprises sending an email with an uniform resource locator (URL) of the online service provider to the email address”. The limitation does not recite sending either an email or a URL. Instead the limitation clearly recites require “the transmission of an email with the URL of the service provider to make possible roaming (“said facilitating comprises”)”.

Col. 9, lines 38-46 may have disclosed URL of a service provider, but col. 19, lines 55-57 merely disclosed “emailing the billing statement” to the subscriber. There is no teaching in Teper on “emailing the URL of the service provider”. In particular, there is no teaching in Teper on “emailing the URL of the service provider” to enable roaming.

Claim 7 is also further patentable over Teper, because Teper failed to teach the required limitation of “retrieving the GUID from an email stored at an email service provider”. Col. 2, lines 18-25 merely disclosed the prior art disadvantage of having each service provider responsible for security, and col.18, lines 55-57 merely disclosed emailing billing statement.

Claim 8 is also further patentable over Teper, because claim 8 depends on claim 7.

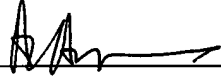
Conclusion

In view of the foregoing, Applicants respectfully submit that claims 1-24 are all in condition for allowance, and early issuance of the Notice of Allowance is respectfully requested.

Please charge any shortages and credit any overages to Deposit Account No. 500393.

Respectfully submitted,
Applicants

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